

AG Contract No. KR97-2219-TRN
ADOT ECS File No. JPA 97-153
Project: US 60 (Grand Avenue)
Section: 71st Avenue - 51st Avenue
TRACS No.: H4133 01C
IGA FCD 98017 C 69-99.011 2

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into 16 September, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"STATE") and FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its
BOARD OF DIRECTORS (the "DISTRICT").

I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the STATE.

2. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DISTRICT.

3. The STATE has planned drainage improvements to US 60 (Grand Avenue), from 71st to 51st Avenues ("the STATE's project"). wherein, the DISTRICT has plans for a major drainage project which crosses Grand Avenue 1/4 mile south of Northern Avenue ("the DISTRICT's project"). The State needs an outfall for its project and desires to use the DISTRICT's project as such. The DISTRICT concurs with this request.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22671
Filed with the Secretary of State
Date Filed: 09/16/98
Betty Gayless
Secretary of State

By Nicky D. Greenwood

II. SCOPE OF WORK

1. The DISTRICT will:

- a. Be responsible for construction of the DISTRICT's project.
- b. Construct a detention basin and accompanying drainage facilities sized to accommodate the DISTRICT's runoff and additional run-off from the STATE's right-of-way between 75th and 51st Avenues on U.S. 60.
- c. Upon completion of the DISTRICT's project, invoice the STATE for the reasonable direct actual cost of the right-of-way required to handle additional STATE volumes, in an amount estimated at \$81,000.00, along with a detailed recapitulation. In addition, invoice the STATE for 67% of the cost of building a headwall and surge structure estimated at \$5,000 and \$20,000 respectively.
- d. Grant to the STATE a perpetual easement, for the rights necessary to convey water to flood and inundate the DISTRICT's basin property.
- e. Upon completion and acceptance of the project, the DISTRICT will transfer ownership to Glendale. Glendale shall assume the operation and maintenance.
- f. Participate in the review and approval process of the STATE's project.
- g. Submit the DISTRICT's project to the STATE for review and comments.

2. The STATE will:

- a. Be responsible for construction of the STATE's project, including the excavation of that portion of the basin needed to detain the STATE's share of the runoff.
- b. Be responsible for actual cost of the right of way, needed to detain the STATE's share of runoff, at an estimated cost of \$81,000.00. Reimburse the DISTRICT 67% of the cost of constructing a headwall and surge structure at an estimated cost of \$5,000 and \$20,000 respectively.
- c. Obtain the necessary easements from the DISTRICT.
- d. Cooperate with the DISTRICT in the obtaining of STATE permits/licenses and construction inspection for the DISTRICT's project.
- e. Take the reasonable and necessary actions within its licensing authority to assure that any water discharged into the DISTRICT's project through their storm drain facilities complies at the point of discharge with any applicable requirements of the Clean Water Act, National Pollutant Discharge Elimination System (NPDES), or any other discharge requirements, including any permit requirements.
- f. Participate in the review and approval process of the DISTRICT's project.
- g. Submit the STATE's project to the DISTRICT for review and approval.
- h. Require its contractor to add the DISTRICT as additionally insured.

III. MISCELLANEOUS PROVISIONS

1. It is understood by both parties of this agreement, that the DISTRICT build its project prior to the STATE building its project. Should either project schedule change, the STATE's project is to be constructed following the DISTRICT's project. Alternatively, the portion of the STATE's project (between 71st Avenue and 59th Avenue) may be constructed with the DISTRICT's project, but not the portion of the STATE's project {between 59th Avenue and 51st Avenue (*this project* will be delayed until *the* DISTRICT constructs corresponding improvements to drain runoff from the surrounding area

2. Each party to this agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with these projects, with the exception of construction management, if provided with in-house staff.

3. If legislation is enacted after the effective date of this agreement which changes the relationship or structure of either of the parties to this agreement, the parties agree that this agreement shall be re negotiated at the written request of either party.

4. This agreement shall remain in force and effect until completion of said Project, except any provisions herein for easements, maintenance and operation, which shall be for 99 years (perpetual); provided, however, that this agreement, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Flood Control District of Maricopa County
Chief Engineer and General Manager
2801 W. Durango Street
Phoenix, AZ 85009

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

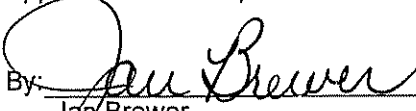
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation and Political
Subdivision of the State of Arizona

Recommended:


By: 
MICHAEL S. ELLEGOOD, P E
Chief Engineer and General Manager

7/27/98
(DATE)

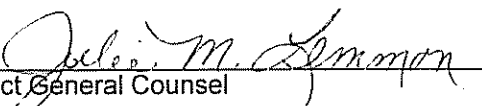
Approved and Accepted:

By:  AUG 19 1998
Jan Brewer
Chairman, Board of Directors Date

Attest:

By:  AUG 19 1998
Clerk of the Board Date

This foregoing Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: 
District General Counsel

7/22/98
(DATE)

STATE OF ARIZONA

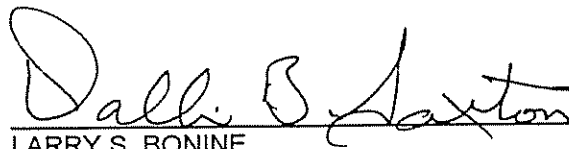
Department of Transportation

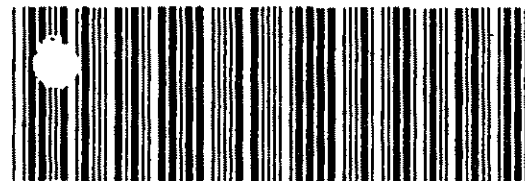
By:  07/04/98
VICTOR M. MENDEZ, P.E. Date
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 25th day of August 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Flood Control District of Maricopa County, for the purpose of defining responsibilities to improve drainage on US 60/ Grand Avenue, between 75th and 51st Avenues

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

94-0367318 05/06/94 12:46

LITIAN 1 OF 1

Resolution FCD 93-15

Northern/Orangewood Storm Drain Project

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria have identified a flooding problem in the area of Northern and Orangewood Avenues from 67th Avenue west to New River; and,

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria are entering into an intergovernmental agreement FCD IGA 94003 to provide plans and special provisions for construction of a storm drain to alleviate the flooding problem; and,

WHEREAS, the Board of Directors of the Flood Control District of Maricopa County recognizes the need for flood protection in Maricopa County and hereby authorizes the planning and design of the Northern/Orangewood Storm Drain Project; and,

WHEREAS, the Flood Control District of Maricopa County, the City of Glendale, and the City of Peoria now desire to acquire the necessary rights of way for the project; and,

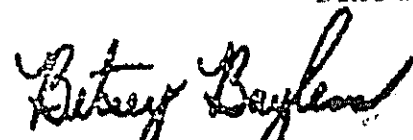
WHEREAS, it will be necessary to obtain fee ownership and /or easements across private and government property lying within the area designated for Northern/Orangewood Storm Drain Project.

NOW, THEREFORE, BE IT RESOLVED, that the Chief Engineer and General Manager of the Flood Control District of Maricopa County is directed and authorized to negotiate with owners of all parcels of property required for flood control and to acquire said property rights needed for the construction of the Northern/Orangewood Storm Drain Project to be authorized by IGA 94003 between the above mentioned parties.

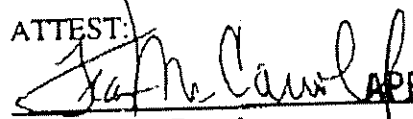
BE IT FURTHER RESOLVED, that the District's Chief Engineer and General Manager is hereby directed and authorized to hire, retain, or otherwise utilize the professional services of the County Attorney's Office or private counsel to initiate and prosecute action and proceedings in the manner required by law to condemn any and all property rights required for the Northern/Orangewood Improvement Project which cannot be obtained by donation or purchase in the following locations:

Sec. 5, 4, 3, 2, & 1 T2N, R1E, W 1/2 Sec. 6 T2N, R2E, Sec. 31 T3N, R2E,
and S 1/2 Sec. 33, 34, 36 T3N, R1E, all lying within the Salt and Gila River
Base and Meridian, Maricopa County, Arizona.

Dated this 20 day of APRIL, 1994


Chairman Board of Directors

ATTEST:


Clerk of the Board

APR 20 1994
Date



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2219TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 10, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/15175

Enc.